

Terms and conditions

(1) These terms and conditions are available for all the activities in the business area of the company LogGroup Spedition + Logistik GmbH. Additionally, the Air Way Bill terms and the B/L conditions of our partners as well as the general Austrian carrier conditions (AÖSp) are applied. If these conditions contradict themselves, the next order is available:

- o Individual contract
- o Air Way Bill terms or B/L conditions
- o These terms and conditions
- o General Austrian carrier conditions (AÖSp)

The applicability of the general business conditions of our customer is excluded.

(2) Our offers are available for the standard merchant's goods which are appropriate for the transport on sea, in the air or on land, are transport safe and stackable, as well as the general cargo.

(3) The delivery of dangerous goods requires a previous express agreement and the handover of legal certificates. The sender must pack, mark and provide the dangerous goods with the necessary papers according to the transport, to the handling and storage.

(4) Shipments which are not covered or could be not covered by this regulation at the moment of delivery or after an embargo, are excluded explicitly from the transport. The sender can not deduce any compensations for damage claims from the unopposed acceptance of any of the forbidden items. He exempts LogGroup from third-party claims and owes all the debts associated with the delivery of such shipment additional costs.

(5) Our offers include the free choice of the mean and way of transport: shipping company, Airlines and other carriers. They base upon the condition that the chosen ways of transport are free and without problems to use and are subject to availability of free containers, shipping space and other transport capacities.

(6) Our offers are available with immediate acceptance and with the condition of the first delivery within two weeks from the offer date of issue. The agreements which deviate from our offers shall be legally valid without exception in writing.

(7) We reserve the right to make a one-sided adjustment in case of increased freight rates on the part of the shipping companies / airline companies or increased fees from all other participants in the transport execution or increase of the offered conditions compared to standard conditions within the offer validity period.

The offered freight prices / freight rates are not fix costs und therefore one-sided changeable within the previous borders.

(8) Our offers are exclusive of value added tax, only if the offer is not stated in another way. Unless otherwise stated in the offer or otherwise explicitly agreed in writing, the next are not included: the costs for necessary additional services and particularly insurance costs, customs clearance in the land of dispatch and land of destination, customs and government charges, bill of lading taxes and consulate taxes, storage fees, template provisions, stall fees as well as other unexpected

expenses, fuel surcharges, road pricing as well as costs which do not come from our side.

(9) Our bills are payable within eight days from the date of the invoice, unless otherwise stated in the offer. Objections to our bills are also to be submitted to us within eight days from the invoice date, otherwise the bill shall be deemed accepted as reason and amount.

(10) State taxes such as customs and import sales taxes are due immediately without exception. There is an absolute exclusion of set-off for these charges. Also according to the instruction of our customer it should be billed to a third-party, LogGroup remains obliged to pay without restrictions in front of the customer. In case of default of payment, LogGroup has the right to settle interests for late payments according AÖSp. LogGroup refunds all reminder fees and collection expenses.

(11) We work exclusively on the basis of the latest version of austrian general carrier conditions (AÖSp), so long these aren't mandatory opposed to legal regulations or international agreements (such as CMR, WA, MÜ, CIM and so on), however with the next restriction: in case of destruction, loss, damage or delay of goods for international transports for value, by aircraft, the liability is determined exclusively by the Montreal Convention 1999, as amended. Higher than those provided for in the MÜ liability limits and waivers on the limits of liability can not be agreed. The MÜ limits of liability are available solely for every debt. An agreement concerning a declaration of value or interest is possible under no circumstances. We oppose explicitly any kind of value and interest declarations, especially those that might increase the liability limits mentioned in international conventions. We explicitly point out that any kind of contract value or goods value disclosure (etc.), whatsoever (in bills, contracts, delivery notes, offers) – doesn't lead in any case to an agreement of value or interest declaration, also if it doesn't expressly oppose LogGroup. Additionally, the applicability of the B/L conditions, our AWB conditions and of the respective general transport, handling, storage, bill of lading conditions of the represented or commissioned LogGroup partners, shipping companies, rail authorities, airfreight companies or other carriers will be expressly agreed.

If required, these can be ordered separately. These liability rules are available in exceptional cases for free of charge activities too.

(12) Under current responsibility limits we recommend a transport insurance. The transport insurances will be obtained gladly by us on the basis of

the standard cover forms in the branch as well as standard transport insurance conditions in the branch on express written instruction stating the value of goods.

(13) LogGroup is not liable to load, unload neither to pile up of the transport goods, without exception. We perform these activities for you gladly under specific contract and specific offsetting.

(14) Due to international specifications for the determination of the verified gross mass (VGM) of the sea freight containers, the verified gross mass of the charterer must be specified using the attached SOLAS - Verified Gross Mass Submission Template (link to our site) latest with the handover of the container.

A container is allowed to be loaded on the ship if its gross mass is checked previously. You will be liable as a customer or charterer (irrespective of the indebtedness) for all financial disadvantages in connection with an omitted, incorrect or incomplete disclosure of the VGM and, upon request, you free LogGroup immediately from all requirements, expenses etc. associated with an omitted, incorrect or incomplete notification of the VGM. The liability of LogGroup in connection with all damages which are related to an omitted , incorrect or incomplete disclosure of the VGM, is excluded. In case of an omitted, incorrect or incomplete notification of the VGM, LogGroup has the right to refuse or to stop the load or the further transport, to unload or to store the container temporarily, on the customer's costs.

(15) The weights of the load tools (for example pallets, pallet frames, pallet cages) are chargeable. Basically no load tools exchange shall be deemed agreed.

(16) The weights of the load means (for example pallets, pallet frames, pallet cages) are chargeable. Basically no load tools exchange shall be deemed agreed.

(17) All load tools, inclusively containers, must be returned in a clean (clean-swept) and undamaged status. Additionally, the whole package material as well as possible labels brought from the sender must be removed. Reparations as a result of damage or cleaning of the load tools will be billed to the customer or to the responsible person according to the display.

(18) LogGroup expressly points out that the quoted terms don't represent a guaranteed term. Basically, LogGroup accepts no penalty agreements in case of propagation delay.

(19) Our offers are subject to secrecy to third – party and they are strictly confidential. A handover to a third party is forbidden under any form without our written allowance.

(20) In case of the occurrence of force majeure referred to the constant jurisprudence the parties are exempted from their obligation to perform during its duration, it doesn't occur any contractual infringement hereby. However, both parties are obliged to damage reduction during this time also, as well as to detailed information and effect of all circumstances in order to end the state of force majeure as soon as possible. Should it be possible that despite a case of force majeure, LogGroup

to be able to comply with , under acceptance of higher costs, LogGroup must refund these higher costs from the other parties additionally to the agreed charges. The increased costs in such a manner must be announced by LogGroup; the customer can waive the increased costs of providing the service before using it.

(21) If one of the previous provisions of the present contract conditions is entirely or partially invalid or void, the rest of the provisions remain unaffected. Instead of the totally or partially invalid or void conditions, the provisions established between the parties are available which corresponds to the legally admissible economic intent. The same applies to fill any gaps.

(22) The laws of Austria under exclusion of the United Nations commercial law and of any conflict of law provisions are available for all the contracts made by LogGroup.

Exclusive jurisdiction is the commercial competent court for 6020 Innsbruck.

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